

**Waiver of Liability and Hold Harmless Agreement for
FREEDOM BASEBALL CLUB, LLC DBA FLORENCE Y'ALLS**

In consideration for receiving permission to participate in activities in, on, and around the UC Health baseball stadium. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, FREEDOM BASEBALL CLUB, LLC, their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

I am fully aware of the unusual risks involved and hazards connected with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

Assumption of risk and waiver of liability relating to Coronavirus/COVID-19 on reverse side.

SIGNATURE REQUIRED ON BOTH PAGES FOR WAIVER TO BE ACCEPTED.

Florence Y'alls
7950 Freedom Way
Florence, Kentucky 41042
Phone: (859) 594-4487
www.florenceyalls.com

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Freedom Baseball Club, LLC, dba Florence Y'all's has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, Freedom Baseball Club, LLC, dba Florence Y'all's cannot guarantee that anyone working for, or attending, the programs located on Freedom Baseball Club, LLC's property will not become infected with COVID-19. Further, attending any program or activity on Freedom Baseball Club, LLC's property may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that my children and I may be exposed to, in relation to participating in programs held on Freedom Baseball Club, LLC's property, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Freedom Baseball Club, LLC's employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my children related to participation of programming on Freedom Baseball Club, LLC's property including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or my children may experience in relation to programming located on Freedom Baseball Club, LLC's property. I hereby release, covenant not to sue, discharge, and hold harmless Freedom Baseball Club, LLC, the City of Florence, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Freedom Baseball Club, LLC, the City of Florence, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program held on Freedom Baseball Club, LLC's property.

Participant Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

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